# CH \$440.00 204415

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM300179

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Envirocooler, LLC		04/01/2014	LIMITED LIABILITY COMPANY: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Lifoam Industries, LLC
Street Address: 235 Schilling Circle, Suite 111	
City:	Hunt Valley
State/Country:	MARYLAND
Postal Code:	21031
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

# **PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	2044159	ENVIROCOOLER
Registration Number:	2371417	ICE-LOCKER
Registration Number:	2972143	CONVECTION-ENGINE
Registration Number:	2972145	BIOSPHERE
Registration Number:	2972144	AIR-LOCK
Registration Number:	2949321	CRYOSPHERE
Registration Number:	3513553	AIR-LOCKER
Serial Number:	86113556	ENVIROCOOLER
Serial Number:	86113560	ENVIROCOOLER
Serial Number:	86113557	ENVIROCOOLER
Serial Number:	86113561	ENVIROCOOLER
Serial Number:	86113571	ENVIROCOOLER
Serial Number:	86113562	ENVIROCOOLER
Serial Number:	86113563	ENVIROCOOLER
Serial Number:	86113565	ENVIROCOOLER
Serial Number:	86113567	ENVIROCOOLER
Serial Number:	86113568	ENVIROCOOLER

## **CORRESPONDENCE DATA**

TRADEMARK

900285010 REEL: 005250 FRAME: 0725

**Fax Number:** 2068054801

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

**Phone:** 206-805-4800

Email: trademarks@jarden.com
Correspondent Name: Julie C. VanDerZanden
Address Line 1: Jarden Seattle Legal Dept.
Address Line 2: 4201 6th Avenue South

Address Line 4: seattle, WASHINGTON 98108

ATTORNEY DOCKET NUMBER:	LIFO-2-VARIOUS
NAME OF SUBMITTER:	Julie C. VanDerZanden
SIGNATURE:	/Julie C. VanDerZanden/
DATE SIGNED:	04/03/2014

**Total Attachments: 4** 

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> TRADEMARK REEL: 005250 FRAME: 0726

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of April 1, 2014 between Envirocooler, LLC, a Delaware limited liability company, having a place of business at 235 Schilling Circle, Suite 111, Hunt Valley, MD 21031, United States of America ("Assignor") and Lifoam Industries, LLC, a Delaware limited liability company, having a place of business at 235 Schilling Circle, Suite 111, Hunt Valley, MD 21031, ("Assignee").

#### RECITALS

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title and interest in and to (a) all trademarks, trade names, corporate names, business names, domain names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or territory thereof or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing listed on Exhibit A attached hereto and incorporated herein (collectively, the "Trademarks").

#### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the covenants and agreements in this Assignment, Assignor hereby agrees as follows:

- 1. Grant. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's rights, title and interest in and to the Trademarks, together with the goodwill of the business pertaining thereto and the portion of the business to which the Trademarks pertain, which is ongoing and existing, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all claims for damages by reason of past infringements of the Trademarks, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.
- 2. Representations and Warranties of the Parties. Each party represents and warrants that (a) this Assignment is a legal, valid and binding obligation of the warranting party, (b) such party has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms and (c) such party is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment.
- 3. <u>Further Assurances</u>. Each party will, without additional consideration, take such further actions and execute promptly such further documents and instruments as are necessary to

TRADEMARK REEL: 005250 FRAME: 0727 effect and record the above assignment, including any actions, documents or instruments required by the applicable registrar to document the transfer herein or as may be necessary to protect, perfect, secure and vest good, valid and marketable title to the Trademarks and related rights in Assignee.

- 4. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks or other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.
- 5. <u>Counterparts</u>. This Agreement may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

#### ASSIGNOR:

Envirocooler, LLC

By:	uie Oranon Goda	
	Julie C. VanDerZanden	
Title:	Intellectual Property Counsel	

## ASSIGNEE:

Lifoam Industries, LLC

By:	Julie C. Um Organden	
Name:	Julie C. VanDerZanden	•
Title:	Intellectual Property Counsel	

# EXHIBIT A

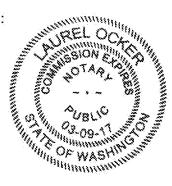
Trademark	Appln. No.	Classes
ENVIROCOOLER (stylized)	2044159	16
ICE-LOCKER	2371417	16
CONVECTION-ENGINE	2972143	20
BIOSPHERE	2972145	20
AIR-LOCK	2972144	20
CRYOSPHERE	2949321	20
AIR-LOCKER	3513553	20
ENVIROCOOLER & Design	86113556	06
ENVIROCOOLER & Design	86113560	09
ENVIROCOOLER & Design	86113557	10
ENVIROCOOLER & Design	86113561	11
ENVIROCOOLER & Design	86113571	16
ENVIROCOOLER & Design	86113562	1.7
ENVIROCOOLER & Design	86113563	18
ENVIROCOOLER & Design	86113565	20
ENVIROCOOLER & Design	86113567	21
ENVIROCOOLER & Design	86113568	22

# Acknowledgement by Notary Public

State of	wasningi	on			
County of	King		******		
On thi	s <u>1st</u>	_day of _	April	, 2014,	before me, the undersigned
				VanDerZanden	personally known to me (o

TRADEMARK REEL: 005250 FRAME: 0729 proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:



Signature

Name: Laurel Ocker, Notary Public

My Appointment Expires: March 9, 2017

TRADEMARK REEL: 005250 FRAME: 0730

RECORDED: 04/03/2014